

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-QSB

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the quarterly period ended April 30, 2007

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Fresh Harvest Products, Inc.

(Name of small business issuer in its charter)

New Jersey

(State or other jurisdiction of incorporation or organization)

000-51390

(Commission File Number)

33-1130446

(I.R.S. Employer Identification Number)

280 Madison Avenue, Suite 1005, New York, NY

(Address of principal executive offices)

10016

(Zip Code)

Issuer's telephone number: **(212) 889-5904**

Check whether the issuer (1) has filed all documents and reports required to be filed by Sections 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filings for the past 90 days. **YES [X] NO []**

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act.)
☐ Yes ☒ **No**

APPLICABLE ONLY TO CORPORATE ISSUERS:

State the number of shares outstanding of each of the issuer's classes of common equity, as of the latest practicable date: **June 11, 2007 – 16,711,805**

Transitional Small Business Disclosure Format (Check one): Yes ☐ No ☒

FRESH HARVEST PRODUCTS, INC.
FORM 10-QSB

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PART I

Item 1. FINANCIAL INFORMATION - FINANCIAL STATEMENTS AS OF 04/30/2007

FRESH HARVEST PRODUCTS, INC.
(A Development Stage Company)
Balance Sheet

	April 30, 2007 (unaudited)
<hr/>	
ASSETS	
Current Assets	
Cash in Bank	\$ 19,439
Accounts Receivable, net	69,676
Prepaid Expense(s)	845
Inventory	186,458
Total Current Assets	<hr/> 276,418
Fixed Assets, net	29,565
 TOTAL ASSETS	 <hr/> <hr/> \$ 305,983
 LIABILITIES & STOCKHOLDERS' DEFICIT	
Current Liabilities	
Accounts Payable	\$ 81,191
Accrued Expenses Payable	96,568
Payroll and Related Taxes Payable	103,951
Loans Payable, current portion	532,500
Loans Payable to Related Parties	321,276
Total Current Liabilities	<hr/> 1,135,486
Long-Term Liabilities	
Loans Payable	263,000
Total Liabilities	<hr/> 1,398,486
Stockholders' Deficit	
Common Stock, Authorized 200,000,000 Shares, Issued and Outstanding: 16,014,475 Shares, Par Value \$0.0001	1,601
Paid in Capital	540,373
Accumulated Deficit	(1,634,477)
Total Stockholders' Deficit	<hr/> (1,092,503)
 TOTAL LIABILITIES & STOCKHOLDERS' DEFICIT	 <hr/> <hr/> \$ 305,983

The accompanying notes are an integral part of these statements

FRESH HARVEST PRODUCTS, INC.

(A Development Stage Company)

Statements of Operations

(unaudited)

	Three Months Ended April 30, 2007	Three Months Ended April 30, 2006	Six Months Ended April 30, 2007	Six Months Ended April 30, 2006	Since Inception [Nov 26, 2003] Through April 30, 2007
Revenue	\$ 63,946	\$ -	\$ 88,948	\$ 80	\$ 266,515
Cost of Goods Sold	47,582	-	81,934	-	200,933
Gross Profit	16,364	-	7,014	-	65,582
Operating Expenses					
Depreciation & Amortization	1,522	-	3,044		5,344
Merger Costs	-	-		400,000	400,000
General & Administrative	157,321	186,190	364,572	316,860	1,294,715
Total Expenses	158,843	186,190	367,616	716,860	1,700,059
Loss before Taxes	(142,479)	(186,190)	(360,602)	(716,780)	(1,634,477)
Provision for Income Taxes	-	-	-	-	-
Net Loss	<u>\$ (142,479)</u>	<u>\$ (186,190)</u>	<u>\$ (360,602)</u>	<u>\$ (716,780)</u>	<u>\$ (1,634,477)</u>
Basic and Diluted Loss per Share	\$ (0.01)	\$ (0.01)	\$ (0.02)	\$ (0.05)	\$ (0.10)
Weighted Average Number of Shares	16,014,475	15,166,840	15,911,258	15,166,840	16,125,486

The accompanying notes are an integral part of these statements

FRESH HARVEST PRODUCTS, INC.

(A Development Stage Company)

Statement of Stockholders' Deficit
For the period from November 1, 2006 to April 30, 2007
(unaudited)

	Common Shares	Stock Amount	Paid in Capital	Accumulated Deficit	Total
Balance at October 31, 2006	16,166,840	1,617	505,594	(1,273,875)	(766,664)
Shares Issued November 2006	33,835	3	3,280		3,283
Shares Issued December 2006	8,300	1	829		830
Shares Decreased (December 2006)	(1,000,000)	(100)	(49,900)		(50,000)
Shares Issued January 2007	805,500	80	80,571		80,651
Net Loss for the six months ended April 30, 2007				(360,602)	(360,602)
Balance, January 31, 2007	<u>16,014,475</u>	<u>1,601</u>	<u>540,374</u>	<u>(1,634,477)</u>	<u>\$ (1,092,502)</u>

The accompanying notes are an integral part of these statements

FRESH HARVEST PRODUCTS, INC.

(A Development Stage Company)
Statement of Cash Flows
(unaudited)

	Six Months Ended April 30, 2007	Six Months Ended April 30, 2006	Since Inception [Nov 26, 2003] Through April 30, 2007
Cash flows provided by (used for) operating activities:			
Net loss	\$ (360,602)	\$ (716,780)	\$ (1,634,477)
Adjustments to reconcile net loss to net cash provided by (used for) operating activities:			
Depreciation & Amortization	3,042	0	5,342
Stock issued for services	84,764	-	349,203
Stock issued for product rights	-	-	50,000
Merger costs	-	-	400,000
Changes in assets and liabilities:			
Increase in accrued expenses payable	36,809	49,850	96,568
Increase in accounts payable	17,876	0	81,191
Increase in payroll and related taxes payable	27,853	45,632	103,951
(Increase) / Decrease in accounts receivable	46,081	0	(69,676)
(Increase) / Decrease in Prepaid Expenses	(845)	2,675	(845)
(Increase) / Decrease in inventory	(38,757)	0	(186,458)
Increase / (Decrease) in inventory financing payable	0	0	0
Net cash provided by (used for) operating activities	(183,779)	(618,623)	(805,201)
Cash flows provided by (used for) investing activities:			
Organization Costs	0	0	(250)
Purchase of fixed assets	(2,658)	0	(34,658)
Cash provided by (used for) investing activities	(2,658)	0	(34,908)
Cash flows provided by (used for) financing activities:			
Loan repayments	(10,000)	0	(72,000)
Proceeds from advances from Related Parties	94,455	5,000	383,276
Proceeds from issuance of loans payable	170,500	425,000	405,500
Sale of common stock	0	158,943	123,969
Redemption of Capital Stock (SoySlim)	(50,000)		(50,000)
Capital Contributions	0	0	68,803
Cash provided by (used for) financing activities	204,955	588,943	859,546
Net Change in Cash	18,518	(29,680)	19,439
Beginning Cash	921	30,235	0
Ending Cash	\$ 19,439	\$ 555	\$ 19,439

The accompanying notes are an integral part of these statements

FRESH HARVEST PRODUCTS, INC.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
April 30, 2007

NOTE 1. GENERAL ORGANIZATION AND BUSINESS

Serino 1, Corp., (the “Company” or “Serino”), a non-operating public company, was incorporated on April 21, 2005 in the State of New Jersey.

On December 16, 2005, Serino entered into an agreement and plan of merger (the “Agreement”) with Fresh Harvest Products, Inc. (“FHP”), which was incorporated on November 26, 2003 in the State of New York, and Certain Shareholders of FHP. FHP is a development stage company organized to market and distribute a line of organic food products. Pursuant to the Agreement, Serino acquired 100% of the outstanding capital stock of FHP. In connection with the merger, Serino changed its name to Fresh Harvest Products, Inc. Under the terms of the Agreement, the stockholders of FHP exchanged all of their issued and outstanding shares of common stock for 383,628 shares of Serino common stock (the “Exchange”). Concurrent with the Exchange the principal and founding shareholder of Serino retired all of its founding shares in exchange for 165,532 new shares of FHP. The 383,628 shares of common stock issued to the FHP stockholders represents approximately 70.00% of the ownership interests in Serino. FHP had no outstanding options or warrants immediately prior to the merger. The Exchange, which resulted in the stockholders of FHP having control of Serino, represents a recapitalization of Serino, or a “reverse merger” rather than a business combination. In connection therewith, Serino’s historic capital accounts were retroactively adjusted to reflect the equivalent number of shares issued by Serino in the Exchange while FHP’s historical accumulated deficit was carried forward and the statement of operations reflects the activities of FHP from the commencement of its operations on November 26, 2003.

In connection with the Agreement, FHP executed a note payable to Serino’s shareholder over a two (2) year period in the amount of \$400,000 for the acquisition. The note bears interest at 3%, accrued quarterly, and provides for standard anti-dilution provisions. The agreement also provides for the reduction of this shareholders interest from 30% to 20% upon repayment of the note, as well as an increase in ownership to majority control if it is not repaid within two (2) years.

As a development stage company, FHP’s primary efforts have been devoted to developing its line of organic food products and raising capital. The Company has limited capital resources and has experienced net losses and negative cash flows from operations since inception and expects these conditions to continue for the foreseeable future. As of April 30, 2007, the Company had approximately \$19,439 in cash. Management believes that cash on hand as of April 30, 2007 is not sufficient to fund operations through April 30, 2008. The Company will be required to raise additional funds to meet its short and long-term planned goals. There can be no assurance that such funds, if available at all, can be obtained on terms reasonable to the Company.

The financial statements have been prepared assuming that the Company will continue as a going concern, which contemplates the realization of assets and the liquidation of liabilities in the normal course of business. However the Company has limited revenue and without realization of additional capital, it would be unlikely for the Company to continue as a going concern.

FRESH HARVEST PRODUCTS, INC.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
April 30, 2007

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING PRACTICES

Accounting Basis

The basis is United States generally accepted accounting principles. Effective December 16, 2005, the Company declared a 1 for 30 reverse split of its common shares. Such split has been retroactively affected in all periods presented.

Earnings per Share

The basic earnings (loss) per share is calculated by dividing the Company's net income(loss) available to common shareholders by the weighted average number of common shares during the year. The diluted earnings (loss) per share is calculated by dividing the Company's net income (loss) available to common shareholders by the diluted weighted average number of shares outstanding during the year. The diluted weighted average number of shares outstanding is the basic weighted number of shares adjusted during the period for any potentially dilutive debt or equity.

The Company has not issued any options or warrants or similar securities since inception. Potentially dilutive common shares of approximately 775,000 related to convertible loans were not included in the calculation for any periods presented as they are anti-dilutive.

Common shares and common share equivalents of 15,840,173, issued by the Company at prices below the offering price during the twelve-month period prior to the proposed offering date have been included in the calculation of common share and common share equivalents as if they were outstanding for all periods presented

Dividends

The Company has not yet adopted any policy regarding payment of dividends. No dividends have been paid during the period shown.

Income Taxes

The provision for income taxes is the total of the current taxes payable and the net of the change in the deferred income taxes. Provision is made for the deferred income taxes where differences exist between the period in which transactions affect current taxable income and the period in which they enter into the determination of net income in the financial statements.

Advertising

Advertising is expensed when incurred. There has been no advertising during the period.

FRESH HARVEST PRODUCTS, INC.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
April 30, 2007

General and Administrative Expenses

General and administrative expenses include costs associated with developing the Company's line of products, such as designs, packaging and selling, as well as other administrative expenses such as telephone, legal fees, travel and the like.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 3. ADVANCES FROM RELATED PARTIES

This amount represents net advances made by related parties to the Company. Such amounts are non-interest bearing and have no terms.

NOTE 4. LOANS PAYABLE

Loans payable consist of the following:

	<u>April 30, 2007</u>
Convertible loans bearing interest at a rate of 10% and due at various dates between November 2006 and April 2007. The notes are convertible into common shares at any time between the date of issue of the notes and their due dates at a conversion rate of \$0.50 per share for a total of 200,000 shares. The Company is currently negotiating extensions of these loans.	\$90,000
Note payable incurred in connection with reverse merger, due December 16, 2007 – see Note 1	400,000
Convertible notes bearing interest at a rate of 4% and due September 2007. The note is convertible into common shares at any time at the option of the lender at a 35% discount of the market price of the Company's common shares. The Company may negotiate extensions for loans due in September 2007.	35,000
Convertible loan bearing interest at a rate of 12% and due September 2008. The loan is convertible into common shares at any time at a conversion rate of \$2.00 per share for a total of 50,000 shares.	100,000
Convertible loan bearing interest at a rate of 10% and due November 30, 2008. The loan is convertible into common shares at any time at a conversion rate of \$.085 per share, for a total of 58,823 shares.	50,000
Convertible loan bearing interest at a rate of 10% and due December 23, 2008. The loan is convertible into common shares at any time at a conversion rate of \$.095 per share, for a total of 18,948 shares.	18,000
Non-convertible short term loan bearing interest at a rate of 5% and due in July 2007.	7,500
Convertible note bearing interest at a rate of 10% and due February 2009. The note is convertible into common shares at any time at the option of the lender at a \$0.50 per share or a 35% discount of the market price of the Company's common shares.	15,000
Convertible note bearing interest at a rate of 12% and due February 2009. The note is convertible into common shares at any time at the option of the lender at a \$0.50 per share or a 35% discount of the market price of the Company's common shares.	30,000
Convertible notes bearing interest at a rate of 10% and due April 2009. The notes are convertible into common shares at any time at the option of the lender at \$0.45 per share or a 35% discount of the market price of the Company's common shares.	35,000
Convertible note bearing interest at a rate of 10% and due April 2009. The note is convertible into common shares at any time at the option of the lender at \$0.50 per share or a 35% discount of the market price of the Company's common shares.	15,000
Total:	<u>\$795,500</u>
Less: current portion	(532,500)
Long Term	<u>\$263,000</u>

FRESH HARVEST PRODUCTS, INC.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
April 30, 2007

NOTE 5. STOCKHOLDERS' EQUITY

Common Stock –all Common Stock has a par value of \$0.0001.

In January 2007 the Company issued 806,500 shares of its par value common stock for investors in the Company. These shares were issued under Section 4(2) of the Securities Act of 1933. These shares were valued by the Company at \$80,650.

In December 2006 the Company issued 8,300 shares of its par value common stock for investors in the Company. These shares were issued under Section 4(2) of the Securities Act of 1933. These shares were valued by the Company at \$830.

In December 2006 the Company retired 1,000,000 shares from SoySlim, Inc. The deal was declared null and void by both parties.

In November 2006 the Company issued 32,835 shares of its par value common stock for investors in the Company. These shares were issued under Section 4(2) of the Securities Act of 1933. These shares were valued by the Company at \$3,283.50.

NOTE 6. RELATED PARTY TRANSACTIONS

The Chief Executive Officer of the Company may be involved in other business activities. This person may face a conflict in selecting between the Company and their other business interests. The Company has not formulated a policy for the resolution of such conflicts.

NOTE 7. PROVISION FOR INCOME TAXES

The Company provides for income taxes under Statement of Financial Accounting Standards NO. 109, Accounting for Income Taxes. SFAS No. 109 requires the use of an asset and liability approach in accounting for income taxes. Deferred tax assets and liabilities are recorded based on the differences between the financial statement and tax bases of assets and liabilities and the tax rates in effect when these differences are expected to reverse.

SFAS No. 109 requires the reduction of deferred tax assets by a valuation allowance if, based on the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. All of the expenditures thus far have been to organize the Company and will not be expensed for tax purposes until the Company has operations.

NOTE 8. REVENUE AND EXPENSES

The Company currently has operations and revenue.

FRESH HARVEST PRODUCTS, INC.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
April 30, 2007

NOTE 9. OPERATING LEASES AND OTHER COMMITMENTS:

The Company also has no lease obligations.

NOTE 10. THE EFFECT OF RECENTLY ISSUED ACCOUNTING STANDARDS

Below is a listing of the most recent accounting standards and their effect on the Company.

SFAS 148 *Accounting for Stock-Based Compensation-Transition and Disclosure*

Amends FASB 123 to provide alternative methods of transition for an entity that voluntarily changes to the fair value based method of accounting for stock-based employee compensation.

SFAS 149 *Amendment of Statement 133 on Derivative Instruments and Hedging Activities*

This Statement amends and clarifies financial accounting and reporting for derivative instruments, including certain derivative instruments embedded in other contracts (collectively referred to as derivatives) and for hedging activities under FASB Statement NO. 133, Accounting for Derivative Instruments and Hedging Activities.

SFAS 150 *Financial Instruments with Characteristics of both Liabilities and Equity*

This Statement requires that such instruments be classified as liabilities in the balance sheet. *SFAS 150* is effective for financial instruments entered into or modified after May 31, 2003.

Interpretation No. 46 (FIN 46)

Effective January 31, 2003, The Financial Accounting Standards Board requires certain variable interest entities to be consolidated by the primary beneficiary of the entity if the equity investors in the entity do not have the characteristics of a continuing financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties. The Company has not invested in any such entities, and does not expect to do so in the foreseeable future.

The adoption of these new Statements is not expected to have a material effect on the Company's financial position, results or operations, or cash flows.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITIONS AND RESULTS OF OPERATIONS

This section of the Report includes a number of forward-looking statements that reflect our current views with respect to future events and financial performance. Forward-looking statements are often identified by words like: believe, expect, estimate, anticipate, intend, project and similar expressions, or words which, by their nature, refer to future events. You should not place undue certainty on these forward-looking statements, which apply only as of the date of this Report. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from historical results or our predictions.

Overview

We are a start-up, development stage company and have generated only nominal revenues from our organic food business operations since inception on November 26, 2003 through April 30, 2007 (\$266,515). We only began having revenues from operations during the quarter ending July 31, 2006. Our net loss from inception until April 30, 2007 is \$1,634,477 and to date, we have been dependent upon equity and debt financing. Since our inception through April 30, 2007, we have been funded through capital contributions of \$68,803 from Michael Jordan Friedman, our President and Chief Executive Officer, from the sale of common stock between November 2005 through April 30, 2007 for gross proceeds of \$123,969 to 11 investors, from convertible loans totaling \$388,000 from 15 individuals, and one private loan of \$7,500. \$95,000 of those convertible loans was issued during the quarter ended April 30, 2007. In addition, Arthur Friedman, the father of the Company's President and CEO, has made advances to Fresh Harvest of \$213,821.00 since inception through the quarter ending April 30, 2007.

Illuminate, Inc., a principal shareholder, has made advances of \$13,000 to Fresh Harvest. Such advances do not have written terms and are not convertible nor is the previously mentioned \$7,500 private loan.

We were formed in New Jersey as a blank check company on April 21, 2005, under the name Serino 1, Corp. with no operations, assets or purpose other than the purpose of seeking a privately held operating company as an acquisition or merger candidate. On December 16, 2005, we acquired Fresh Harvest Products, Inc., a New York corporation, a development stage company in the organic food business, and absorbed its operations into our business. As a result of the acquisition, we are no longer a blank check company, and the controlling shareholders of the acquired company became the controlling shareholders of our company. The acquisition was considered a reverse acquisition for accounting and financial reporting purposes. The unaudited consolidated financial statements that are a part of this quarterly report include the accounts of our company since the acquisition (December 16, 2005) and the historical accounts of Fresh Harvest Products, Inc. the New York corporation since the date of its inception, November 26, 2003. All significant intercompany balances and transfers have been eliminated in consolidation.

After the acquisition, our business plan has been to market and distribute (both domestic and imported) a line of organic food products. We intend our focus to be on the finding quality organic and artisan food products throughout the world. We plan that our Fresh Harvest branded organic food products will be produced by artisan farms, co-ops and families who have historically grown organic products. We initially plan to offer products that include: olive oils from Italy and Spain; coffee from South America, USA and Africa and Fresh Harvest Health Bars that have no sugar added, are cholesterol free, trans fat free, low in sodium and gluten free. Our goal is to bring healthy, great tasting organic food products at affordable

prices to the mass markets. All packaging has been previously designed and approved. We also plan to market and distribute a line of Fresh Harvest Health Bars once that product can be produced. We are now selling the product line to select supermarkets chains in the eastern part of the United States. We have one trade name (Wings of Nature™).

As a development stage company, our primary efforts have been devoted to developing our line of organic food products and raising capital. Accordingly, we have limited capital resources and have experienced net losses and negative cash flows from operations since inception and expect these conditions to continue for the foreseeable future. As of April 30, 2007, the Company had current assets of \$276,418 that includes cash (\$19,439), prepaid expenses (\$845), net accounts receivable (\$69,676) and inventory (\$186,458). Management believes that the liquid cash and other liquid assets on hand as of April 30, 2007 are not sufficient to fund operations for the next 12 months. Accordingly, we will be required to raise additional funds to meet our short and long-term planned goals. There can be no assurance that such funds, if available at all, can be obtained on terms reasonable to us. In this regard, we have obtained and will continue to attempt to obtain (short and long term) loans for inventory purchases, new product development, expansion, advertising and marketing as well as seeking to enter into factoring arrangements using our receivables to finance our operations. In addition, we will attempt to raise funds through the sale of equity. We cannot assure you that we will be successful in obtaining the aforementioned financings (either debt or equity) on terms acceptable to us, or otherwise.

Our unaudited financial statements contained in this quarterly report have been prepared on a going concern basis, which assumes that we will be able to realize our assets and discharge our obligations in the normal course of business. Our financial statements indicate that we incurred net losses for the period from inception of November 26, 2003 to April 30, 2007 of \$1,634,477.

In the audited financial statements contained in our Annual Report on Form 10KSB for the year ended October 31, 2006, our auditors had provided an explanatory note that indicated that we are a development stage company and our ability to continue as a going concern is dependent on raising additional capital to fund future operations and ultimately to attain profitable operations. We believe that nothing has happened in our business operation since then that would change our auditor's opinion about this.

During the next 12 months, we have no material commitments for capital including but not limited to the purchase or sale of a plant or significant equipment. In addition, we do not expect to incur research and development costs within the next 12 months or have any significant changes in the number of our employees.

Plan of Operation for the Next Twelve Months

Our plan of operation for the twelve months following the date of this quarterly report is to continue to develop and expand our business operations to have sustainable cash flow. We will be delayed in initiating our business plan if and until we have at least an additional approximate \$1,000,000 of capital. If we are not successful in raising this capital, we will have to reassess our plan or our chances of being profitable. The plan of operation over the next 12 months may include, but not exclusively, activities such as:

- Capitalization, including obtaining financing through equity and/or debt financing. Currently, we do not have sufficient financial resources to implement or complete our business plan. We anticipate that we will need a minimum of an additional approximate \$1,000,000 to satisfy our cash requirements over the next 12 months. We cannot be assured that revenue from operations, if any, will be sufficient to fund our activities during the next 12 months. Accordingly, we will have to seek alternates sources of capital

including private placements, a future public offering, and/or loans from officers and/or third party lenders. We are not experienced in selling equity. We can offer no assurance that we will be able to raise additional funds if needed, on acceptable terms to us or otherwise. If we are unsuccessful in our attempts to raise sufficient capital, we may have to cease operations or postpone our plans to initiate or complete our business plan. In that case, you may lose your entire investment in our company.

- Completion of our website, www.freshharvestproducts.com which is currently under construction. Estimated cost: \$25,000.
- Establishing and/or solidifying relationships with manufacturers, packagers and suppliers, including growers of organic foods such as artisan farms, co-ops and farming families in America and throughout the world. Estimated cost: \$125,000 (which includes the production of sample products).
- Establishing a distribution network for our products including supermarkets, independent grocers, food brokers and snack distributors. Estimated cost: \$55,000.
- Conducting a search for new manufacturers and packaging companies.
- Commence and establish marketing, advertising and promotion programs to increase brand equity and awareness. Estimated cost: \$225,000.
- Salaries, including for present employees and possible new hiring of additional management personnel and appropriate operating and sales staff. Estimated cost: \$125,000.
- Partial repayment of convertible loans. Estimated cost: \$20,000.
- Repayment of the Note payable incurred in connection with the reverse merger, which is due approximately December 16, 2007. Estimated cost: \$432,000.

These are only estimates and no assurance can be given regarding either statement as to timing or actual eventuality. If we can raise more than the minimum amounts indicated above, we anticipate spending increased amounts on establishing and expanding our distribution network, marketing, advertising and promotions.

We commenced operations and first had revenues from operations during our third quarter ended July 31, 2006. It is our plan that our business operations will generate sufficient revenues to sustain our operations and cash flow by January 1, 2008. We have recently been purchasing a minimum number of products (coffee, health and coffee and salsa), and anticipates sales that will provide revenues for operations. The revenue generated from these sales will be used to make additional product purchases and minimally fund our operations.

We estimate that our cash and other current assets as of April 30, 2007, of approximately \$305,983 will only be sufficient to meet our short term needs for approximately four months. If we are unable to raise the required financing, we will be delayed in commencing our business plan. Currently, because we are considered a new business with limited credit history with vendors, suppliers, manufacturers, packagers and food producers, we must pay for our purchases “up front” and are not granted credit terms. This will continue until we have established a satisfactory credit history. We cannot estimate, with any certainty, how long this may take, or if it will occur at all. Our inability to obtain credit from such providers has a significant impact upon our liquidity and our ability to utilize funds for other purposes. Similarly, if and when we hire salesmen and /or additional personnel, including management and sales personnel, the cost related to such hirings will have a significant impact on our liquidity and deployment of funds.

Results of Operations for Three and Six Month Periods Ending April 30, 2007 and April 30, 2006.

Financial Information from Comparative Quarters

We first began to have revenues during the quarter ending July 31, 2006. Prior to that we did not have revenues and only had losses. Accordingly, a comparison of the results of accounting periods prior to the quarter ending July 31, 2006 may not be meaningful in making investment evaluations regarding our company. We are presently in the development stage of our business. In that regard, we can provide no assurance that we will ever be profitable in our operations.

For the three months ended April 30, 2007, we recorded revenues of \$63,946 versus revenues of \$-0- in the same period of 2006. For the six months ended April 30, 2007, we recorded revenues of \$88,948 versus revenues of \$80 in the same period of 2006. The increase in revenues is solely attributed to the commencement of operations during the quarter ended July 31, 2006.

Gross profit, defined as revenues less cost of goods sold, was \$16,364 for the three months ended April 30, 2007, compared to \$-0- for the three months ended April 30, 2006. Gross profit was \$7,014 for the six months ended April 30, 2007, compared to \$-0- for the six months ended April 30, 2006. The difference, in each case, is attributed to the fact there were no sales during the respective 2006 period, and thus no cost of goods sold.

Cost of goods sold was \$47,582 for the three months ended April 30, 2007 compared to \$-0- for the three months ended April 30, 2006. Cost of goods sold was \$81,934 for the six months ended April 30, 2007 compared to \$-0- for the six months ended April 30, 2006. In each case, such change is solely due to the fact that there were no sales in the respective 2006 periods and thus no cost of goods sold.

We incurred operating expenses in the amount of \$158,843 for the three months ended April 30, 2007, and \$186,190 for the three months ended April 30, 2006. We incurred operating expenses in the amount of \$367,616 for the six months ended April 30, 2007, and \$716,860 for the six months ended April 30, 2006.

Our net loss decreased from \$186,190 for three months ended April 30, 2006 to \$142,479 for the three months ended April 30, 2007. The decrease was primarily as a result of a reduction in marketing and salary expenses.

Our net loss decreased from \$716,780 for six months ended April 30, 2006 to \$360,682 for the six months ended April 30, 2007. The decrease was primarily due to the fact that the 2006 period reflects a one time charge of \$400,000 attributable to the December 2005 merger.

Financial Condition and Liquidity

At April 30, 2007, we had current assets of \$276,418 including cash in the amount of \$19,439, inventory of \$186,458 and accounts receivable of \$69,676. We had net fixed assets of \$29,565 and prepaid expenses of \$845.

Off Balance Sheet Arrangements

We do not have any off balance sheet arrangements that are reasonably likely to have a current or future effect on our financial condition, revenues, results of operations, liquidity or capital expenditures.

Significant Accounting Policies

Our discussion and analysis of the Company's financial condition and results of operations are based upon our consolidated financial statements which have been prepared in conformity with U.S. generally accepted accounting principles. The application of our critical accounting policies is particularly important to the portrayal of our financial position and results of operations. These critical accounting policies require us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. We believe the following critical accounting policies reflect the more significant judgments and estimates used in the preparation of the consolidated financial statements.

Accounting Basis

The basis is United States generally accepted accounting principles. Effective December 16, 2005, the Company declared a 1 for 30 reverse split of its common shares. Such split has been retroactively affected in all periods presented.

Earnings per Share

The basic earnings (loss) per share are calculated by dividing the Company's net income (loss) available to common shareholders by the weighted average number of common shares during the year. The diluted earnings (loss) per share is calculated by dividing the Company's net income (loss) available to common shareholders by the diluted weighted average number of shares outstanding during the year. The diluted weighted average number of shares outstanding is the basic weighted number of shares adjusted during the period for any potentially dilutive debt or equity.

The Company has not issued any options or warrants or similar securities since inception. Potentially dilutive common shares of approximately 775,000 related to convertible loans were not included in the calculation for any periods presented as they are anti-dilutive.

Common shares and common share equivalents of 15,840,173, issued by the Company at prices below the offering price during the twelve-month period prior to the proposed offering date have been included in the calculation of common share and common share equivalents as if they were outstanding for all periods presented

Dividends

The Company has not yet adopted any policy regarding payment of dividends. No dividends have been paid during the period shown.

Income Taxes

The provision for income taxes is the total of the current taxes payable and the net of the change in the deferred income taxes. Provision is made for the deferred income taxes where differences exist between the period in which transactions affect current taxable income and the period in which they enter into the determination of net income in the financial statements.

Advertising

Advertising is expensed when incurred. There has been no advertising during the period.

General and Administrative Expenses

General and administrative expenses include costs associated with developing the Company's line of products, such as designs, packaging and selling, as well as other administrative expenses such as telephone, legal fees, travel and the like.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Item 3. Controls and Procedures

Disclosure Controls

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our management, including the chief executive officer and chief financial officer (who is the same person), of the effectiveness of our disclosure controls and procedures as defined in Exchange Act Rule 13a-15(e). In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Based on that evaluation, our chief executive officer/chief financial officer concluded that our disclosure controls and procedures were effective as of the end of the year to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Securities Exchange Act of 1934, as amended, is accurately recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms, and that such information is accumulated and communicated to our management, including our chief executive officer/chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Internal Controls

In connection with the effectiveness of our Registration Statement on Form 10-SB, we first became subject to the reporting obligations of Section 13 of the Exchange Act in July 2005, and we became an

active company (changing our status as a “blank check” company) in December 2005. Accordingly, we have only recently adopted and implemented various measures in order to improve control processes and corporate governance. As a non-reporting company, we were not required to adopt the types of internal control procedures that a reporting, active public company must adopt and maintain. Accordingly, since becoming an active company, we have taken steps to enhance existing policies, or implement new ones, so as to have an effective system of internal controls over financial reporting. These measures, which either have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting, include the development of policies and procedures and the educating of employees on existing policies and procedures in an effort to continuously improve our overall control environment. Except for the improvements described above, there have been no other changes in the internal control over financial reporting during the quarter covered by this report that have materially affected, or are reasonably likely to materially affect, internal controls over financial reporting.

We do not expect that disclosure controls or internal controls over financial reporting will prevent all errors or all instances of fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system’s objectives will be met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within its company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Controls can also be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls is based in part upon certain assumptions about the likelihood of future events, and any design may not succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with policies or procedures. Because of the inherent limitation of a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings.

During the period covered by this report, the Company was not a party to any legal proceedings. However, subsequent to that period, on June 7, 2007, a complaint was filed in the Superior Court of New Jersey, Law Division: Hudson County on behalf of a plaintiff (Illuminati, Inc.) who is a lender to and a principal shareholder of the Company. The Company was named as a defendant, as were two of its officers and directors, Michael J. Friedman and Dominic Cingari. Messrs. Friedman and Cingari have each been named both individually and in their capacities as officers and directors. The principal of Illuminati, Inc. is the father of a director of the Company.

Illuminati, Inc. was the principal shareholder of the Company when it was a “blank check” company prior to the December 2005 merger that resulted in the Company becoming the operating company it is today. In connection with the merger, the Company issued a \$400,000 interest bearing promissory note to Illuminati, Inc. and agreed to issued Illuminati, Inc. a number of common shares of the Company as determined by an agreed upon formula based in part on the repayment schedule of the aforementioned promissory note.

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The complaint, which alleges, among its allegations, breach of contract and breach of fiduciary duty on the part of Messrs. Freidman and Cingari, seeks damages in the form of rescission, declaratory relief, promissory estoppel and tortious interference. In particular, the complaint seeks among other things monetary damages (in the event rescission is unavailable) of up to \$1,000,000 and the issuance of the Company's common stock to Illuminate, Inc. that it claims is owed under the merger agreement. Management believes that the complaint is baseless and without merit and that payment under the promissory note is not presently due under its terms and that, although shares of the company's common stock may be due to Illuminati, Inc., the terms of the merger agreement are too vague to determine a specific number. In this regard, the Company had made a good faith effort to reach a mutual agreement as to the number of shares due at this time which attempt was ignored by the plaintiff.

The Company intends to vigorously defend this litigation. However, although management is optimistic about the outcome of any litigation, we are presently unable to predict either the effect or degree of effect this litigation will have on our business and financial condition. There is no other pending material litigation to which the Company is a party or to which any of its property is subject.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

We recorded the following unregistered sales or issuances of equity securities (derivative securities only) during the quarter ended April 30, 2007:

- A two year \$15,000 convertible promissory note (issued by one lender) convertible into shares of common stock at any time at the option of the lender at the conversion rate of one share converted into every \$.50 of the principal amount converted or a 35% discount of the market price of the Company's common shares, whichever is lower;
- A two year \$30,000 convertible promissory note (issued by one lender) convertible into shares of common stock at any time at the option of the lender at the conversion rate of one share converted into every \$.50 of the principal amount converted or a 35% discount of the market price of the Company's common shares, whichever is lower;
- A two year \$20,000 convertible promissory note (issued by one lender) convertible into shares of common stock at any time at the option of the lender at the conversion rate of one share converted into every \$.45 of the principal amount converted or a 35% discount of the market price of the Company's common shares, whichever is lower;
- A two year \$15,000 convertible promissory note (issued by one lender) convertible into shares of common stock at any time at the option of the lender at the conversion rate of one share converted into every \$.45 of the principal amount converted or a 35% discount of the market price of the Company's common shares, whichever is lower;
- A two year \$15,000 convertible promissory note (issued by one lender) convertible into shares of common stock at any time at the option of the lender at the conversion rate of one share converted into every \$.50 of the principal amount converted or a 35% discount of the market price of the Company's common shares, whichever is lower.

All of such issuances of securities detailed immediately above were issued in reliance upon exemptions from registration pursuant to Section 4(2) of the Securities Act of 1933, as amended.

Item 3. Defaults Upon Senior Securities.

None

Item 4. Submission of Matters to a Vote of Security Holders

No matter was submitted during the quarter ending April 30, 2006 covered by this report to a vote of the Company's shareholders, through the solicitation of proxies or otherwise.

Item 5. Other Information.

None

Item 6. Exhibits.

- 10.1 February 1, 2007, \$15,000 Convertible Promissory Note (Lender: Kathleen Moynihan)
- 10.2 February 26, 2007, \$30,000 Convertible Promissory Note (Lender: Max Greenfield)
- 10.3 April 17, 2007, \$20,000 Convertible Promissory Note (Lender: Brian Donovan)
- 10.4 April 17, 2007, \$15,000 Convertible Promissory Note (Lender: Matt Moetzing)
- 10.5 April 24, 2007, \$15,000 Convertible Promissory Note (Lender: Michael Scagliarini)
- 31.1 Certification pursuant to Section 302 of Sarbanes Oxley Act of 2002, Friedman
- 32.1 Certification pursuant to Section 906 of Sarbanes Oxley Act of 2002, Friedman

SIGNATURES

In accordance with Section 12 of the Securities Exchange Act of 1934, the registrant caused this amendment to registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

Fresh Harvest Products, Inc.
(Registrant)

/s/ Michael Jordan Friedman

Michael Jordan Friedman, Chief Executive Officer
and Chief Financial Officer

Date: June 14, 2007

LOAN AGREEMENT

January 29, 2007

This Convertible Loan Agreement (this "Agreement") is made and entered into as of January 29, 2007 by and among Fresh Harvest Products, Inc. (hereafter "Fresh Harvest" or "Borrower"), a New Jersey corporation, located at 3163 Kennedy Blvd Jersey City, NJ 07306 and Kathleen Moynihan, an individual (s) Lender (hereafter "Lender") located at 57 Whit's End Rd Concord, MA 01742, with reference to the following facts:

Borrower desires to borrow from Lender, and Lender desires to lend to Borrower, certain funds described below, all on the terms and conditions set forth below.

THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **The Convertible Loan.** Upon satisfaction of the conditions set forth herein, and at the times and upon the terms indicated, Lender shall make a Convertible Loan to Borrower (the "Loan"). The Loan, and any interest due (pro rata) Lender, is convertible at the option of the Lender at any time during the Term of the Loan. Upon conversion of the Loan, Lender will receive the appropriate number of restricted common shares.
2. **Terms.** The Loan shall be in the aggregate total amount of \$15,000 (fifteen thousand) dollars and shall be advanced to Borrower in a single increment: \$15,000 (fifteen thousand) Dollars within 5 (five) business days of the signing of this Agreement. The Loan shall bear interest of 10% (ten percent) per annum, shall have a Term of 24 (twenty four) months and be fully due and payable on January 29, 2009. The Loan shall be convertible into common shares at the price of \$0.95 (ninety five cents) per share for a total of 15,790 shares.

Commencing January 29, 2009, if the Lender does not convert the Loan, Borrower shall make one equal payment to Lender of principal in respect of the Loan in the amount of \$15,000 (fifteen thousand) Dollars plus accrued interest.

The parties have executed this Agreement as of the date set forth above.

LENDER:


Kathleen Moynihan

Date 1/30/07

BORROWER:

Fresh Harvest Products, Inc.
By:


Michael Jordan Friedman
Its Chairman & Chief Executive Officer

Date 1/31/07

Exhibit 10.2

**FRESH HARVEST PRODUCTS, INC.
PROMISSORY NOTE**

Date: 2/24/27
Amount \$ 39,000

This Promissory Note Agreement (this "Agreement") is made and entered into as of February 26 2007 by and among Fresh Harvest Products, Inc. (hereafter "Fresh Harvest" or "Borrower"), a New Jersey corporation, with its principal office located at 280 Madison Avenue Suite 1005 New York, New York 10016 and Max Greenfield, an individual (s) Lender (hereafter "Lender") located at 193 W. 111th St., with reference to the following facts:

The principal of this note (the "Note") shall bear interest on the unpaid balance thereof at a rate per annum of 12%. The Note shall have a Term of 27 months.

At Lender's sole discretion, this Note, or a portion thereof, may be converted into shares of Fresh Harvest Products, Inc. Restricted Common Stock (the "Shares") at the conversion rate at the lower of: (1) \$0.50 per share or (2) a 35% discount to the closing Bid price (provided a trading market develops) on the date of conversion. The Lender shall exercise this option by written notice to the Borrower on the date of conversion. The Company shall include the Shares if and when converted, in its next registration statement in its Form SB-2 or any other equivalent form. *m.s.*

Lender can demand repayment of the Loan, provided Lender gives Borrower 45 days written notice.

Lender shall have the option to invest \$100,000 (one-hundred thousand dollars) in Fresh Harvest at the a 35% (thirty five percent) discount to the market value of Fresh Harvest common stock, based upon the average of a five day trading price (on a public marketplace). This Option has a life of 3 (three) years. *m.s.*

It is understood and agreed that the occurrence of any one or more of the following events shall constitute a default under this Note: (A) the failure to pay or perform any obligations, liabilities, or indebtedness of Borrower to Lender under this Note, a proceeding being filed by or commenced against Borrower for dissolution or liquidation, or Borrower of this Note voluntarily or involuntarily terminating or dissolving or being terminated or dissolved, or the sale of all or substantially all of the assets of any of the Borrower of this Note; (C) the failure of Borrower to pay when due the principal (D) insolvency of, business failure of, the appointment of a custodian, trustee, liquidator, or receiver for or for any of the property of, or an assignment for the benefit of creditors by or the filing of a petition under bankruptcy, insolvency, or debtor's relief law, or for any readjustment of indebtedness, composition, or extension by or against any Borrower of this Note; (E) Lender determining that any representation or warranty made by Borrower of this Note to Lender is, or was at the time made, untrue or materially misleading.

Upon the occurrence of any such default, the Note shall begin to accrue interest at the rate of 12% per annum on the entire unpaid principal balance of this Note. Failure of the holder of this Note to exercise any of its rights and remedies shall not constitute a waiver of the right to exercise the same at that or any other time. All rights and remedies of the holder for default under this Note shall be cumulative to the greatest extent permitted by law. If there is any default under this Note, and this note is placed in the hands of an attorney for collection, or is collected through any court, including any bankruptcy court, Borrower promise to pay to the holder hereof its reasonable attorney fees and court costs incurred in collecting or attempting to collect or securing or attempting to secure this Note provided the same is legally allowed by the laws of New York or any state where the collateral or part thereof is situated.

If any one or more of the provisions of this Note, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Note and all other applications of any such provision shall not be affected thereby. In the event such provision(s) cannot be modified to make it or them enforceable, the invalidity or unenforceability of any such provision(s) of this Note shall not impair the validity or enforceability of any other provision of this Note.

This note has been delivered in, and shall be governed by and construed in accordance with the laws of New York.

Lender

Borrower
Fresh Harvest Products, Inc.

Name

Michael Jordan Friedman
Pres/ CEO

Exhibit 10.3

**FRESH HARVEST PRODUCTS, INC.
CONVERTIBLE PROMISSORY NOTE**

Date: April 17, 2007
Amount: \$ 20,000

This Promissory Note Agreement (this "Agreement") is made and entered into as of April 17, 2007 by and among Fresh Harvest Products, Inc. (hereafter "Fresh Harvest" or "Borrower"), a New Jersey corporation, with its principal office located at 280 Madison Avenue Suite 1005 New York, New York 10016 and Brian P. Donovan, an individual (s) Lender (hereafter "Lender") located at 134 Fiske Ave, Stamford, CT 06902, with reference to the following facts:

The principal of this note (the "Note") shall bear interest on the unpaid balance thereof at a rate per annum of 10%. The Note shall have a Term of 24 months.

At Lender's sole discretion, this Note, or a portion thereof, may be converted into shares of Fresh Harvest Products, Inc. Restricted Common Stock (the "Shares") at the conversion rate at the lower of: (1) \$0.45 per share; or, (2) a 35% discount to the closing Bid price (provided a trading market develops) on the date of conversion. The Lender shall exercise this option by written notice to the Borrower on the date of conversion. The Company shall include the Shares if and when converted, in its next registration statement in its Form SB-2 or any other equivalent form.

It is understood and agreed that the occurrence of any one or more of the following events shall constitute a default under this Note: (A) the failure to pay or perform any obligations, liabilities, or indebtedness of Borrower to Lender under this Note, a proceeding being filed by or commenced against Borrower for dissolution or liquidation, or Borrower of this Note voluntarily or involuntarily terminating or dissolving or being terminated or dissolved, or the sale of all or substantially all of the assets of any of the Borrower of this Note; (C) the failure of Borrower to pay when due the principal (D) insolvency of, business failure of, the appointment of a custodian, trustee, liquidator, or receiver for or for any of the property of, or an assignment for the benefit of creditors by or the filing of a petition under bankruptcy, insolvency, or debtor's relief law, or for any readjustment of indebtedness, composition, or extension by or against any Borrower of this Note; (E) Lender determining that any representation or warranty made by Borrower of this Note to Lender is, or was at the time made, untrue or materially misleading.

Upon the occurrence of any such default, the Note shall begin to accrue interest at the rate of 10% per annum on the entire unpaid principal balance of this Note. Failure of the holder of this Note to exercise any of its rights and remedies shall not constitute a waiver of the right to exercise the same at that or any other time. All rights and remedies of the holder for default under this Note shall be cumulative to the greatest extent permitted by law. If there is any default under this Note, and this note is placed in the hands of an attorney for collection, or is collected through any court, including any bankruptcy court, Borrower promise to pay to the holder hereof its reasonable attorney fees and court costs incurred in collecting or attempting to collect or securing or attempting to secure this Note provided the same is legally allowed by the laws of New York or any state where the collateral or part thereof is situated.

If any one or more of the provisions of this Note, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Note and all other applications of any such provision shall not be affected thereby. In the event such provision(s) cannot be modified to make it or them enforceable, the invalidity or unenforceability of any such provision(s) of this Note shall not impair the validity or enforceability of any other provision of this Note.

This note has been delivered in, and shall be governed by and construed in accordance with the laws of New York.

Lender

Borrower

Fresh Harvest Products, Inc.

Name

Michael Jordan Friedman
Pres. CEO

Exhibit 10.4

FRESH HARVEST PRODUCTS, INC. CONVERTIBLE PROMISSORY NOTE

Date: April 17, 2007
Amount: \$15,000.00

This Promissory Note Agreement (this "Agreement") is made and entered into as of April 17, 2007 by and among Fresh Harvest Products, Inc. (hereafter "Fresh Harvest" or "Borrower"), a New Jersey corporation, with its principal office located at 280 Madison Avenue Suite 1005 New York, New York 10016 and Matt Moetzinger, an individual (s) Lender (hereafter "Lender") located at 18 Alexander Ave., with reference to the following facts:
Upper Montclair, NJ 07043

The principal of this note (the "Note") shall bear interest on the unpaid balance thereof at a rate per annum of 10%. The Note shall have a Term of 24 months.

At Lender's sole discretion, this Note, or a portion thereof, may be converted into shares of Fresh Harvest Products, Inc. Restricted Common Stock (the "Shares") at the conversion rate at the lower of: (1) \$0.45 per share; or, (2) a 35% discount to the closing Bid price (provided a trading market develops) on the date of conversion. The Lender shall exercise this option by written notice to the Borrower on the date of conversion. The Company shall include the Shares if and when converted, in its next registration statement in its Form SB-2 or any other equivalent form.

It is understood and agreed that the occurrence of any one or more of the following events shall constitute a default under this Note: (A) the failure to pay or perform any obligations, liabilities, or indebtedness of Borrower to Lender under this Note, a proceeding being filed by or commenced against Borrower for dissolution or liquidation, or Borrower of this Note voluntarily or involuntarily terminating or dissolving or being terminated or dissolved, or the sale of all or substantially all of the assets of any of the Borrower of this Note; (C) the failure of Borrower to pay when due the principal (D) insolvency of, business failure of, the appointment of a custodian, trustee, liquidator, or receiver for or for any of the property of, or an assignment for the benefit of creditors by or the filing of a petition under bankruptcy, insolvency, or debtor's relief law, or for any readjustment of indebtedness, composition, or extension by or against any Borrower of this Note; (E) Lender determining that any representation or warranty made by Borrower of this Note to Lender is, or was at the time made, untrue or materially misleading.

Upon the occurrence of any such default, the Note shall begin to accrue interest at the rate of 10% per annum on the entire unpaid principal balance of this Note. Failure of the holder of this Note to exercise any of its rights and remedies shall not constitute a waiver of the right to exercise the same at that or any other time. All rights and remedies of the holder for default under this Note shall be cumulative to the greatest extent permitted by law. If there is any default under this Note, and this note is placed in the hands of an attorney for collection, or is collected through any court, including any bankruptcy court, Borrower promise to pay to the holder hereof its reasonable attorney fees and court costs incurred in collecting or attempting to collect or securing or attempting to secure this Note provided the same is legally allowed by the laws of New York or any state where the collateral or part thereof is situated.

If any one or more of the provisions of this Note, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Note and all other applications of any such provision shall not be affected thereby. In the event such provision(s) cannot be modified to make it or them enforceable, the invalidity or unenforceability of any such provision(s) of this Note shall not impair the validity or enforceability of any other provision of this Note.

This note has been delivered in, and shall be governed by and construed in accordance with the laws of New York.

Lender

Borrower

Fresh Harvest Products, Inc.

Matthew R. Moetzinger
Name

Michael Jordan Friedman
Pres / CEO

Exhibit 10.5

**FRESH HARVEST PRODUCTS, INC.
CONVERTIBLE PROMISSORY NOTE**

Date: April 24, 2007
Amount: \$15,000.00 (FIFTEEN THOUSAND DOLLARS AND 00/CENTS)

This Promissory Note Agreement (this "Agreement") is made and entered into as of April 24, 2007 by and among Fresh Harvest Products, Inc. (hereafter "Fresh Harvest" or "Borrower"), a New Jersey corporation, with its principal office located at 280 Madison Avenue Suite 1005 New York, New York 10016 and MICHAEL SCAGLIARINI an individual (Lender (hereafter "Lender") located at 18 PADDOCK PLACE, MILFORD, CT, 06461 with reference to the following facts:

The principal of this note (the "Note") shall bear interest on the unpaid balance thereof at a rate per annum of 10%. The Note shall have a Term of 24 months.

At Lender's sole discretion, this Note, or a portion thereof, may be converted into shares of Fresh Harvest Products, Inc. Restricted Common Stock (the "Shares") at the conversion rate at the lower of: (1) \$0.50 per share; or, (2) a 35% discount to the closing Bid price (provided a trading market develops) on the date of conversion. The Lender shall exercise this option by written notice to the Borrower on the date of conversion. The Company shall include the Shares if and when converted, in its next registration statement in its Form SB-2 or any other equivalent form.

It is understood and agreed that the occurrence of any one or more of the following events shall constitute a default under this Note: (A) the failure to pay or perform any obligations, liabilities, or indebtedness of Borrower to Lender under this Note, a proceeding being filed by or commenced against Borrower for dissolution or liquidation, or Borrower of this Note voluntarily or involuntarily terminating or dissolving or being terminated or dissolved, or the sale of all or substantially all of the assets of any of the Borrower of this Note; (C) the failure of Borrower to pay when due the principal (D) insolvency of, business failure of, the appointment of a custodian, trustee, liquidator, or receiver for or for any of the property of, or an assignment for the benefit of creditors by or the filing of a petition under bankruptcy, insolvency, or debtor's relief law, or for any readjustment of indebtedness, composition, or extension by or against any Borrower of this Note; (E) Lender determining that any representation or warranty made by Borrower of this Note to Lender is, or was at the time made, untrue or materially misleading.

Upon the occurrence of any such default, the Note shall begin to accrue interest at the rate of 10% per annum on the entire unpaid principal balance of this Note. Failure of the holder of this Note to exercise any of its rights and remedies shall not constitute a waiver of the right to exercise the same at that or any other time. All rights and remedies of the holder for default under this Note shall be cumulative to the greatest extent permitted by law. If there is any default under this Note, and this note is placed in the hands of an attorney for collection, or is collected through any court, including any bankruptcy court, Borrower promise to pay to the holder hereof its reasonable attorney fees and court costs incurred in collecting or attempting to collect or securing or attempting to secure this Note provided the same is legally allowed by the laws of New York or any state where the collateral or part thereof is situated.

If any one or more of the provisions of this Note, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Note and all other applications of any such provision shall not be affected thereby. In the event such provision(s) cannot be modified to make it or them enforceable, the invalidity or unenforceability of any such provision(s) of this Note shall not impair the validity or enforceability of any other provision of this Note.

This note has been delivered in, and shall be governed by and construed in accordance with the laws of New York.

Lender

Borrower

Fresh Harvest Products, Inc.

MICHAEL J. SCAGLIARINI

Name

MTSclari 4/24/07

Michael Jordan Friedman
Pres / CEO

Exhibit 31.1

Certification Pursuant to Section 302 of Sarbanes Oxley Act of 2002

I, Michael Jordan Friedman, certify that:

- (1) I have reviewed this Quarterly Report on Form 10-QSB of Fresh Harvest Products, Inc. (the "Registrant");
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
- (4) I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
- (5) I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

/s/ Michael Jordan Friedman

Michael Jordan Friedman, Chief Executive Officer
and Chief Financial Officer

Date: June 14, 2007

Exhibit 32.1

Certification Pursuant to the Sarbanes-Oxley Act
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

I, Michael Jordan Friedman, Chief Executive Officer and Chief Financial Officer of Fresh Harvest Products, Inc. (the “Company”), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. This Quarterly Report on Form 10-QSB of the Company for the period ended April 30, 2007 as filed with the Securities and Exchange Commission (the “report”), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Michael Jordan Friedman

Michael Jordan Friedman, Chief Executive Officer
And Chief Financial Officer

Date: June 14, 2007